

1870, ch. 356.

41. If the vendor shall consider it necessary further to secure his claim for said manures so as aforesaid sold, he may proceed before a justice of the peace of the county where the purchaser may reside, for the amount pledged or unpaid, first summoning the party who made the pledge, before the justice of the peace, and producing as evidence of his claim, the written pledge given to him by defendant; and upon the justice of the peace being satisfied that the claim is just, he shall enter judgment for the amount due according to the terms of the pledge, of the crops of said defendant which shall be responsible for said claim, and which only shall be subject to execution and sold under such judgment for payment of said claim; and no amount of such claim shall be a limit to the jurisdiction of said justice; nor shall there be any *supersedeas* on said judgment; but the defendant may have the privilege of appeal to the circuit court for the county in which he resides, as provided in other judgments recovered before a justice of the peace, upon giving bond with two approved securities in double the amount of debt, interest and costs of said judgment rendered against him.

Ibid.

42. No pledge given as hereinbefore provided shall be preferred to the claim of a landlord against his tenant for rent of the land on which the manures aforesaid may be applied, whether the rent be payable in money or in a share of the crops; but the landlord's claim for rent shall only be preferred to the claim of the vendor of the manures aforesaid, for one year, and that the year in which the crops are made and gathered on which such manures were applied.

Ibid.

43. In case the vendor of the manures aforesaid shall fail to make from the pledge given him as aforesaid, and proceedings thereunder, the claim secured by said pledge, or any part thereof, he may proceed to recover his account for said manures from the purchaser in any other manner allowed for the recovery of accounts; and besides the pledge provided for in this sub-title of this article, he may take any other reasonable security which the purchaser may agree to give.